

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707938

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Frain Group, Inc.		02/11/2022	Corporation: ILLINOIS
Frain Industries, Inc.		02/11/2022	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3984337	F FRAIN INDUSTRIES, INC.	
<b>Registration Number:</b>	3943979	F FRAIN GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	crobinson@crokefairchild.com		
<b>Correspondent Name:</b>	Cameron Robinson		
<b>Address Line 1:</b>	180 N LaSalle St		
<b>Address Line 2:</b>	Suite 2750		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Cameron Robinson		
<b>SIGNATURE:</b>	/Cameron Robinson/		
<b>DATE SIGNED:</b>	02/11/2022		
<b>Total Attachments: 5</b>			
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OP \$65.00 3984337



## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2022, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of CIBC BANK USA (in such capacity, together with its successors and permitted assigns, “**Lender**”).

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of February 11, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), among Grantors, REF Leasing Co., an Illinois corporation (“**Refco**”), Cartpac, Inc., an Illinois corporation (“**Cartpac**”), Platinum Refco, LLC, an Illinois limited liability company (“**Platinum**” and together with Grantors, Refco and Cartpac, “**Borrowers**”), and Lender, Lender has agreed extend credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan and Security Agreement, each of the undersigned is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make extensions of credit to Borrowers under the Loan Agreement, the undersigned hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its United States registered and applied for Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.      Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan and Security Agreement and the undersigned Grantors hereby acknowledge and agree that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. Each undersigned Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and licenses subject to the security interest hereunder.


Section 5.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 1.      Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois without regard to conflict of law or choice of law principles.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THE FRAIN GROUP, INC.**, as a Grantor

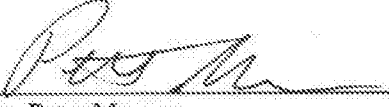
By:   
Name: Christopher M. Frain  
Title: President

**FRAIN INDUSTRIES, INC.**, as a Grantor

By:   
Name: Christopher M. Frain  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

CIBC BANK USA

By:   
Name: Peter Moreno  
Title: Associate Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007632 FRAME: 0059**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Trademark Serial Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Frain Industries, Inc.	85104947	3984337	August 11, 2010	June 28, 2011
The Frain Group, Inc.	85104892	3943979	August 11, 2010	April 12, 2011

2. TRADEMARK APPLICATIONS

[None.]

3. IP LICENSES

[None.]